

## REMARKS

Upon entry of the foregoing Amendment, claims 1-4, 6-9, 21-22, and 24-28 are pending in the application. Claims 1-4, 6-9, and 21-22 have been amended. Claims 5, 10, 18-20, and 23 have been cancelled. Claims 24-28 are newly added. Applicants believe that this Amendment does not add new matter. In view of the foregoing Amendment and following Remarks, allowance of all the pending claims is respectfully requested.

### EXAMINER INTERVIEW

Applicants acknowledge with appreciation that Examiner Pond has indicated that independent claim 21 recites features that distinguish the references relied upon. In view of this indication, Applicants have carefully reviewed the references relied upon, and submit that each of the independent claims contain similar distinguishing features, as set forth in further detail below.

### REJECTION UNDER 35 U.S.C. § 103

The Examiner has rejected claims 1-4, 6-9, and 21-22 under 35 U.S.C. § 103 as allegedly being unpatentable over U.S. Patent Application Pub. No. 2001/0029485 to Brody et al. ("Brody"). This rejection should be withdrawn for at least the reason that Brody fails to disclose, teach, or suggest each and every feature of the claimed invention.

More particularly, Brody does not disclose, teach, or suggest at least the feature of an "anonymous credit card having an anonymous transaction number that functions as a credit card number [and] an expiration date based on a month and a year in which the on-line transaction occurs, . . . whereby the credit card issuer can issue about one trillion unique anonymous transaction numbers per month," as recited in claim 21, for example.

Rather, Brody clearly indicates that "the anonymous credit card" described therein "*must include* routing attributes capable of routing the processing of the anonymous card" (Paragraph 0035) (emphasis added). Thus, because the anonymous credit card of Brody includes sixteen digits, nine of which are "taken up by routing attributes . . . and checksum

digits," only seven digits "remain available for manipulation" (Paragraph 0037). As a result, "the seven digits result in 10 million . . . possible combinations for credit card numbers," which can be extended to 480 million by further varying possible month and year combinations (Paragraph 0037).

By contrast, claim 21 recites "an anonymous transaction number that functions as a credit card number [and] an expiration date based on a month and a year in which the on-line transaction occurs, . . . whereby the credit card issuer can issue about one trillion unique anonymous transaction numbers per month." Thus, the possible combinations of digits in the "anonymous transaction number" recited in claim 21 can be varied to a far greater extent than provided for in Brody. In this way, exposure of a user's true credit card information can be prevented to a significantly greater degree than would be possible under Brody. Moreover, by keying the expiration date to "a month and a year in which the on-line transaction occurs," claim 21 provides a mechanism wherein the one trillion possible combinations can be reset every month. On the other hand, because Brody can only provide up to ten million possible combinations per month, Brody instead varies the expiration date and month to create additional (non-reusable) digit combinations.

Accordingly, for at least the foregoing reasons, Brody fails to disclose, teach, or suggest each and every feature recited in claim 21, including at least the feature of an "anonymous credit card having an anonymous transaction number that functions as a credit card number [and] an expiration date based on a month and a year in which the on-line transaction occurs, . . . whereby the credit card issuer can issue about one trillion unique anonymous transaction numbers per month." For at least this reason, the rejection is improper and should be withdrawn.

Furthermore, Brody also does not disclose, teach, or suggest at least the feature of an "anonymous delivery address associated with [a] delivery service and having a routing code embedded therein, . . . wherein the delivery service receives a delivery at the anonymous delivery address in response to the on-line transaction and uses the embedded routing code to route the delivery to the user's real delivery address," as recited in claim 21, for example.

Rather, Brody only discusses anonymous transactions to the extent of providing an “anonymous credit card.” For example, in the passages of Brody that discuss the user’s address, billing zip code, or other information that could be used in a delivery, the information is only used “to establish consumer identity and contact information,” such that “the anonymous card attributes [can be mapped] to the consumer’s true credit card” (Paragraphs 0041, 0045). As such, Brody distinguishes between the various kinds of data that a merchant requests to complete a transaction, which include “a credit card number, as well as *additional information such as a shipping name and address*” (Paragraph 0045) (emphasis added). Thus, while Brody discusses providing an anonymous credit card number, Brody does not disclose, teach, or suggest any techniques for creating an “anonymous delivery address.”

Specifically, the passages of Brody relied upon by the Examiner as allegedly teaching this feature only discuss routing to the extent of routing payment on the anonymous credit card. However, routing payments is a distinct concept from routing deliveries, as claim 21 recites an “anonymous delivery address associated with [a] delivery service and having a routing code embedded therein, . . . wherein the delivery service receives a delivery at the anonymous delivery address in response to the on-line transaction and uses the embedded routing code to route the delivery to the user’s real delivery address.” In this way, the user can provide a delivery address that will result in a merchant shipping the delivery to the delivery service. The delivery service would then use the embedded routing code to determine the user’s real address and route the delivery to that address. Brody does not disclose, teach, or suggest the availability of such an “anonymous delivery address.”

Accordingly, for at least the foregoing reasons, Brody fails to disclose, teach, or suggest each and every feature recited in claim 21, including at least the feature of an “anonymous delivery address associated with [a] delivery service and having a routing code embedded therein, . . . wherein the delivery service receives a delivery at the anonymous delivery address in response to the on-line transaction and uses the embedded routing code to route the delivery to the user’s real delivery address.” For at least this reason, the rejection is improper and should be withdrawn.

Claims 1, 4, 6, and 9 each include one or more features similar to those discussed above in reference to claim 21. Claims 2-3, 7-8, 22, and 24-28 depend from and add features to one of claims 1, 4, 6, 9, and 21. Thus, the rejection of these claims is likewise improper and should be withdrawn for at least the same reasons.

## CONCLUSION

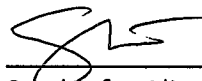
Having addressed each of the foregoing rejections, it is respectfully submitted that a full and complete response has been made to the outstanding Office Action and, as such, the application is in condition for allowance. Notice to that effect is respectfully requested.

If the Examiner believes, for any reason, that personal communication will expedite prosecution of this application, the Examiner is invited to telephone the undersigned at the number provided.

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Respectfully submitted,

By:



Syed Jafar Ali  
Registration No. 58,780

PILLSBURY WINTHROP SHAW PITTMAN LLP  
P.O. Box 10500  
McLean, Virginia 22102  
Main: 703-770-7900  
Direct: 703-770-7540  
Fax: 703-770-7901